DAMAGES—MITIGATION OF, IN ACTION FOR PERSONAL INJURIES—DUTY TO SUBMIT TO MEDICAL OPERATION.—By reason of a railroad accident the plaintiff's fingers were so badly injured as to necessitate amputation which resulted in leaving the stumps in a very sensitive condition, causing him a great deal of pain in damp and cold weather. Expert testimony was introduced to prove that another simple operation on the tips of the stumps, which could be performed without an anæsthetic and at a moderate cost, would obviate this trouble. An instruction to the effect that this fact could be taken into account by the jury in determining the amount of damages was refused. *Held,* that an instruction directing the attention of the jury to the feasibility and probable effect of such an operation, as bearing on the amount of damages to be awarded, is proper. *White* v. *Chicago & N. W. Ry. Co.* (1910), — Ia. —, 124 N. W. 309.

One who has been injured by the fault of another must use ordinary diligence to effect a cure, and there can be no recovery for damage that might have been avoided by the exercise of such care. *Sandwich* v. *Dolan,* 34 Ill. App. 199; *McGarrahan* v. *New York etc. Co.,* 171 Mass. 211; *Texas etc. R. Co.* v. *White,* 101 Fed. 928. Only ordinary care is required. *Lyons* v. *Erie R. Co.,* 57 N. Y. 489. But it is manifestly the duty of the injured party to submit to any reasonable medical treatment which will effect a cure or improve his condition. *Texas & P. R. Co.* v. *Behymer,* 189 U. S. 468. And where it is demonstrated that a condition which is relied upon as a ground for damages may be removed or alleviated by reasonable treatment such fact may be considered by the jury in mitigation. *St. Louis S. W. Ry. Co.* v. *Ball,* 28 Tex. Civ. App. 287; *Gulf, C. & S. F. Ry. Co.* v. *Denson,* (Tex. Civ. App.), 72 S. W. 70.

DEED—SALE OF STANDING TIMBER—TIME OF REMOVAL.—A deed for the sale of standing timber, reciting a conveyance of all the timber standing on the land described, provided that the grantees should have three years in which to remove the timber, and contained the stipulation that "all the terms and conditions of this agreement shall be binding upon the parties thereto," and each of their heirs, etc. In an action to enjoin the removal of cut timber, *Held,* that cut timber not removed within the time limited reverted to the grantor. *Allen & Nelson Mill Co.* v. *Vaughan* (1910), — Wash. —, 106 Pac. 622.

There is an apparent conflict of authority as to whether one purchasing growing timber under a contract limiting the time within which it may be removed loses title to all the timber not removed. *Irons* v. *Webb,* 41 N. J. L. 203, 32 Am. Rep. 193 and note. *Jackson* v. *Hardin,* 27 Ky. L. Rep. 1110, 87 S. W. 1119. While it has been held that the mere cutting of the timber within the time limited for its "removal" is not such a compliance with the contract as to entitle the buyer thereto (*Boisaubin* v. *Reed,* 1 Abb. Dec. 161), yet the weight of authority is to the contrary. *Macomber* v. *Detroit L. & N. R. Co.,* 108 Mich. 491, 66 N. W. 376, 62 Am. St. Rep. 713, 32 L. R. A. 102; *Hicks* v. *Smith,* 77 Wis. 146. The law does not favor forfeitures (*Miller* v. *Havens,* 51 Mich. 485), and the purchaser does not forfeit his right to remove the timber after the expiration of the time limited in the absence of a forfeit-